Consolidated text, effective from 15.02.14

REGULATIONS ON ON-LINE TICKETING IN DOMESTIC AND INTERNATIONAL CARRIAGE BY "PKP INTERCITY" SPÓŁKA AKCYJNA

hereinafter referred to as *e-IC Regulations*

Chapter 1
General Provisions

§ 1. Scope of Application

1. *The e-IC Regulations* shall apply to:
   1) in domestic carriage – to the purchase of *on-line tickets for journey* in direct trains of PKP Intercity, for distances over 50km
   2) in international carriage – to the purchase of *IRT tickets* under normal/discount tariff, or special offers – only for journeys by "Berlin-Warszawa-Express" (BWE) or "Berlin-Gdynia-Express" (BGE) trains;

   using the e-IC system, and shall determine:
   a) rules and terms for using the *e-IC system;*
   b) rules for:
      – ordering *on-line ticket*,
      – concluding *contract of carriage,*
      – amending *contract of carriage*,
      – withdrawal from *contract of carriage*,
      – return of *on-line ticket* and modification of the route in the event of train delay, break in traffic or loss of connection
      – compensation for train delay,
      – return of payment for unused *on-line tickets*, and submitting and considering *requests*,
      – issuing VAT invoices,
   c) rights and obligations of the parties (*Payer, Passenger* and *PKP Intercity*).
2. The following expressions used herein shall mean:
   1) ***PKP Intercity*** – "PKP Intercity" Spółka Akcyjna, based in Warsaw, ul. Żelazna 59A, registered with the Business Register kept by the District Court for the Capital City of Warsaw,12th Commercial Department of the National Court Register under no. KRS 0000296032, NIP 526-25-44-258;
   2) ***e-IC system*** – *on-line ticket selling system* – a system allowing a passenger to learn about the price of the ticket and conclude a *contract of carriage* for the passenger or third party,

   2a)**User** – any person using e-IC system;
   3) ***Payer*** – person having a *user account* who makes *on-line* payment;
   4) ***on-line payment*** – payment of the due amount by *Payer* using:
      a) payer's own pay card or pay card belonging to the company the contract of carriage is being concluded for (except anonymous corporate cards), or
      b) online bank transfer,

      and if the payment operator requires additional acceptance of its rules and conditions for making payments, such acceptance should be given;
   5) ***contract of carriage*** – agreement concluded with *PKP Intercity* using the *e-IC* system for transportation of people by direct trains:
      a) for domestic carriage:
         – ExpressIC (Express InterCity) - EIC, according to express train tariff, in sitting car;
         – Twoje Linie Kolejowe (TLK), according to fast train fare:
            ▪ in sitting cars,
            ▪ in sleeper cars (WL) and couchette cars (Bc);
      b) in international carriage: "Berlin-Warszawa-Express" (BWE) or „Berlin-Gdynia-Express" (BGE), in sitting cars, according to *IRT charges*;
   6) ***Passenger*** – individual, for whom an on-line ticket has been bought, whose forename and surname have been specified on the ticket;
   7) ***IRT charge*** – global charge containing charge for carriage and reservation of the seat;

8) ***IRT ticket*** –on-line ticket with IRT charge in international carriage;
9) ***on-line ticket*** – personal document confirming the conclusion of contract of carriage for single ride:
   a) <u>in domestic carriage</u> – ticket for travel, in paper or electronic form (normal, discount fare: 37%, 50%, 51%, 78%, 95% including the EARLY BIRD offer or according to a special offer):
      - in class 1 or 2 in EIC or TLK train – with free-of-charge indication of seats (valid only on the date, route, in train, car and seat specified in it), or with a note „Seat not guaranteed" (valid only on the date, route, and in train specified in it), or
      - with reservation of seat in class 1 executive compartment in EIC train containing, apart from charge for journey, also service charge for using that seat valid only on the date, route, in train, car and seat specified on it (hereinafter referred to as ticket with service charge), or
      - with reservation of sleeper in WL car (in a one- two- or three—person compartment) or couchette in class 2 of Bc car – only in the form of paper ticket - valid only on the date, route, in train, car and seat specified in the ticket (hereinafter referred to as ticket with sleeper/couchette reservation);
   b) <u>in international carriage</u> – IRT ticket – paper only – one way ticket or round trip ticket:
      - normal – according to basic fare;
      - discount – youth fare;
      - according to special offer – "Berlin-Warszawa/Gdynia–Specjal.","Berlin-Poznań-Specjal.", "Frankfurt-Poznań-Specjal.",

      valid only on the date, route, in train, car and seat specified on it, without prejudice to § 5 clause 7;
10) ***special offer*** – containing special fare terms:
   a) in domestic carriage – an offer not covered by provisions of *PKP Intercity Fares (TP-IC)*;
   b) in international carriage– offer of **"**Berlin-Warszawa/Gdynia – Specjal." type**;**
   tariff terms of the special offer are published on our website*;*
11) ***request*** – written *application* or instruction submitted directly at the reception points referred to in § 9 clause 5 point 2 regarding respectively return of payment for partially or completely unused *on-line ticket*; payment of compensation or issuance of VAT invoice;
12) ***ticket certification –*** a handwritten note or separate document changing the scope of rights specified in the ticket, or constituting a basis for payment return.
13) ***return of the ticket*** - release of *on-line ticket* using the command "Resign" provided in the "List of paid tickets " tab in the event of complete withdrawal from the contract of carriage referred to in §6;
14) ***auto-return*** – automatic return of payment paid for completely unused *on-line ticket*, with deduction of consideration in respective amount, i.e.:
   1) <u>in domestic carriage, for ticket for journey:</u>
      a) with seat indicated or a note "Seat not guaranteed";
         - **5%** consideration – if the resignation from ticket was made, at the latest, on the date before the date of departure specified in that ticket,
         - **10%** consideration – if the resignation from ticket was made on the date of departure, no later than 30 minutes before the time, specified in the ticket, of departure from the Passenger's departure station,
         - **20%** consideration - if the resignation from ticket was made later than 30 minutes, but no later than 15 minutes before the time, specified in the ticket, of departure from the Passenger's departure station.
      b) with service charge:
         - **5%** consideration - if the resignation from ticket was made, at the latest, on the date before the date of departure specified in this ticket (the return shall be made from the payment being a sum of charge for travel and service charge),
         - **10%** consideration if the resignation from ticket was made on the date of departure, respectively:
            - no later than at 1 hour (the return shall be paid from the payments constituting a sum of charge for journey and service charge), or
            - later than at 1 hour, but no later than at 30 minutes (the return shall be paid only from the payments constituting tariff charge for travel ; service charge shall not be subject to return),

           before the time, specified in the ticket, of departure from the Passenger's departure station,
         - **20%** consideration - if the resignation from ticket was made later than 30 minutes, but no later than 15 minutes before the time, specified in the ticket, of departure from the Passenger's departure station (the return shall be paid only from the payments constituting

tariff charge for journey; service charge for using one seat or whole executive compartment shall not be subject to return),

c) with reservation of sleeper or couchette:
   - **5%** consideration - if the resignation from ticket was made, at the latest, on the date before the date of departure specified in this ticket (the return shall be made from the payment being a sum of charge for journey and charge for sleeper/couchette),
   - **10%** consideration if the resignation from ticket was made on the date of departure, respectively:
     - no later than at 2 hours (the return shall be paid from the payments constituting a sum of charge for journey and charge for sleeper/couchette), or
     - later than at 2 hours but no later than at 30 minutes (the return shall be paid from the payments constituting tariff charge for journey; charge for sleeper/couchette shall not be subject to return)

   before the time, specified in the ticket, of departure from the Passenger's departure station,
   - **20%** consideration if the resignation from ticket was made later than 30 minutes, but no later than 15 minutes before the time, specified in the ticket, of departure from the Passenger's departure station (the return shall be paid only from the payments constituting tariff charge for journey; charge for sleeper/couchette shall not be subject to return),

2) *in international carriage:*
   a) **20%** - for ticket issued according to normal or discount fare, returned on the day before the planned train departure at the latest,
   b) **50%** - for ticket sold according to normal or discount fare, returned no later than at one hour before the planned train departure from the Passenger boarding station;

15) **voucher –** document of defined monetary value, issued by *PKP Intercity* as a compensation for 60-minutes, or more, delay of EIC trains;
16) ***user account*** **–** account established in *the e-IC system* upon registration, as a result of filling in respective fields in the registration form,
17) ***compartment category:***
   a) in sleeper cars (WL):
      - one-person compartment (Single- S), or
      - two-persons compartment (Double – D), or
      - three-persons compartment (Touriste T3);
   b) in couchette cars (Bc):
      - four-persons compartment (Bc-4) with bedclothes,
      - six-persons compartment (Bc-6) with bedclothes,
      - six-persons compartment (Bc-6) for persons up to 26 years old or over 60 years, with bedclothes,
      - six-persons compartment (Bc-6) without bedclothes – *Cheap Couchette*;
18) ***website*** **–** www.intercity.pl;

3. Tariff provisions related to domestic carriage, and fares applied by PKP Intercity are respectively specified in:
   1) *Carriage Tariff of PKP Intercity (TP-IC),*
   2) *PKP Intercity carriage service price list, hereinafter referred to as the Services price list,*
   3) *tariff terms of special offers,*

   published on the *website.*
4. Tariff provisions regarding international carriage, and charges applicable in BWE and BGE trains – are defined in Tariff terms and rules of selling carriage documents for "*BERLIN-WARSZAWA/GDYNIA-EXPRESS*" trains published on the *website*.

Chapter 2
Rules and conditions for using the e-IC system

§ 2. Rules and conditions for using the e-IC system

1. The *e-IC* system allows *User:*
   1) whether non-registered or registered (no need to log in) – to learn about the price of *on-line ticket* only for domestic carriage,
   2) if registered - to learn about the price or to buy *on-line ticket* both for domestic and international carriage.
2. *User*, when registering in the e-IC system ,
   1) is obliged to enter the following data into the registration form:
      a) login and password,
      b) forename and surname and electronic mail address to which a message with an account activation link will be sent;
   2) may provide data necessary to issue a VAT invoice, in order not to repeat this operation in the future.. Enter " – *"* (minus sign) if user is an individual who does not run business as sole trader,
   3) may consent to receiving VAT invoices via e-mail,
   4) should read the e-IC Regulations and accept their terms. *The e-IC Regulations* constitute a declaration of will and create legal obligations between *Payer* and PKP Intercity Spółka Akcyjna.

   Whenever the *e-IC Regulations* are amended, Payer shall be each time obliged to accept the regulations.
3. User who wishes to buy an *online ticket*, should:
   1) establish user's account
   2) each time log in to the e-IC system by entering login and password,

   without prejudice to clause 4 below.
4. Purchase of *on-line tickets* through the *e-IC system* shall be made on the condition that user has:
   1) computer equipment with:
      a) Internet access,
      b) browser installed in the operating system - Internet Explorer 8 (or newer) or Mozilla 17 (or newer), or any compatible browser,
      c) JavaScript control switched on the browser, and
   2) for *on-line ticket* in the following forms:
      a) paper form - operational printer connected to the system, printing in A4 format in vertical orientation and resolution of minimum 300 dpi,
      b) electronic form – besides the requirements referred to in point 1 above – user shall have mobile device managing PDF 1.4 files, equipped with a screen for displaying pictures of size at least 25mm x 25mm.
5. The e-IC user manual is available on the website under "My e-IC" tab.
6. Should *User* not accept the *e*-IC Regulations or not meet the conditions specified in clause 3 above, the purchase of *on-line tickets* through the *e-IC system* shall not be possible.
7. If *Payer* makes 5 on-line ticket order attempts not concluded with payment, resulting in displaying information on assigned car and seat number or on the lack of vacant seats in the train, the system will automatically block the possibility to make the sixth attempt. The above provision does not apply to ordering tickets for journey by the same train and on the same date of departure.

Chapter 3
Commercial terms

§ 3. Ordering of *on-line ticket*

1. By using the search engine on the website, each day between 1.00 a.m. – 11.30 p.m., you can place an order:
   1) for domestic carriage:
      a) ticket with seat indicated*,* and in the event of no vacant seats - ticket with a note *"Seat not guaranteed"*;
      b) ticket with service charge:

      30 days at the earliest and 15 minutes at the latest before the time of departure of the train from the *Passenger'*s station of departure;
      c) ticket with reservation of sleeper/couchette –at the earliest 30 days, and at the latest at 2 hours before the planned departure of the train from the initial station (start of the train route);

      according to the prices applicable as of the date of purchase, without prejudice to clauses 2,3, and 4 point 1 above.;

      Tariff distance of the journey shall be determined due to the distance of the route according to the timetable applicable as of the date of *Passenger's* journey. If, due to a temporary change in the railway timetable, actual journey in comparison with the contract of carriage concluded, will be carried out through:
      - longer route – *Passenger* shall not pay the difference in price,
      - shorter route – *Passenger* shall be entitled to be paid possible difference in price, via complaint procedure, under terms set forth in § 9.
   2) in international carriage:
      a) *IRT ticket* (according to both normal and discount tariff) 60 days before the date of train departure at the earliest, and at 15 minutes before the planned time of departure of the train from the station of Passenger boarding at the latest;
      b) ticket according the special offer "Berlin-Warszawa/Gdynia – Specjal.", 60 days before the date of train departure at the earliest, and 3 days before the date of departure at the latest.

      according to the prices applicable as of the date of purchase, without prejudice to clauses 3 and 4 point 2.
2. When ordering *on-line ticket* in domestic carriage, the EARLY BIRD offer shall be applied accordingly. Offer tariff terms are published in TP-IC, while *Tables of Single Journey Fares* according to the EARLY BIRD offer are listed in the Service price list.
3. Time limits of pre-sale referred to in clause 1 above may be reduced:
   1) in exceptional cases (e.g. in the periods of change or correction of the timetable), or
   2) when terms of any particular *special offer* provide for other pre-sale time limit.
4. When selecting number of persons, you may learn about the price of the ticket and place an order for:
   1) for domestic carriage:
      a) ticket with seat indicated – maximum for six persons,
      b) ticket with service charge – maximum for four persons,
      c) ticket with reservation of:
         - sleeper– maximum for three persons, depending on compartment category,
         - couchette – maximum for six persons ,depending on compartment category,
   2) in international carriage:
      a) *IRT ticket* (according to both normal and discount tariff) – for maximum five persons,
      b) according to special offer "Berlin-Warszawa/Gdynia–Specjal." for up to three people.
5. Getting to know the price or ordering the ticket:
   1) for domestic carriage:
      a) with seat indicated, requires respectively determining/choosing of, inter alia:
         – route (departure station and arrival station),
         – date and time of departure,
         – train,
         – number of individuals who will use normal and/or discount tariff,
         – type of discount – if applicable,
         – class and type of railway car,

         and optionally:

– location of the seat (window, middle, aisle),
– Car number and seat number – only for purchase of a ticket for one person. The option of seat indication makes it possible to choose car number and seat number – there is no option to choose seat location in this request. The seat of chosen number shall be assigned unless it is already occupied.

In the event no seats are available in chosen train, you may purchase only a ticket with the note "Seat not guaranteed",

Entering *Passenger's* forename and surname, when *Payer* is not logged in or the *Passenger* is other person than *Payer*, selecting of the instruction "Continue" and logging in by entering login and password results in the order of the *on-line ticket*.

b) with service charge, needs respectively determining/choosing of, inter alia:
– route (departure station and arrival station),
– date and time of departure,
– train,
– number of individuals who will use normal and/or discount tariff,
– type of discount – when number of individuals entitled to discount was specified,
– class (seat in executive compartment)

and optionally:
– location of the seat (window, aisle),
– Car number and seat number – only for purchase of a ticket for one person. The option of seat indication makes it possible to choose car number and seat number – there is no option to choose seat location in this request. The seat of chosen number shall be assigned unless it is already occupied.

Entering *Passenger's* forename and surname, when *Payer* is not logged in or the *Passenger* is other person than *Payer*, selecting of the instruction "Continue" and logging in by entering login and password results in the order of the *on-line ticket*.

c) with reservation of sleeper/couchette, consists in determining/choosing, inter alia:
– route (departure station and arrival station),
– date and time of departure,
– train,
– type of seat (sleeper or couchette),
– number of individuals who will use normal and/or discount tariff,
– type of discount – when number of individuals entitled to discount was specified,
– compartment category,
– type of compartment (men's or women's),

and optionally:
– location of the seat (top, middle, bottom),
– Car number and seat number – only for purchase of a ticket for one person. The option of seat indication makes it possible to choose car number and seat number – there is no option to choose seat location in this request. The seat of chosen number shall be assigned unless it is already occupied.

Entering *Passenger's* forename and surname, when *Payer* is not logged in or the *Passenger* is other person than *Payer*, selecting of the instruction "Continue" and logging in by entering login and password results in the order of the *on-line ticket;*.

2) in international carriage:
a) under normal or discount fare, consists in determining/choosing, inter alia:
– route (departure station and arrival station),
– date and time of departure,
– train,
– type of ticket,
– number of individuals who will use normal and/or discount tariff,
– type of discount – when number of individuals entitled to discount was specified,
– type of car,
– class of car,

Entering *Passenger's* forename and surname, when *Payer* is not logged in or the *Passenger* is other person than *Payer*, selecting of the instruction "Continue" and logging in by entering login and password results in the order of the *on-line ticket*.

b) under special offer, consists in determining/choosing of, inter alia:

– *route (departure station and arrival station),*
– *date and time of departure,*
– train,
– type of ticket,
– ticking a special offer in the option “Special offer”,
– type of car,
– class of car,

Entering *Passenger’s* forename and surname, when *Payer* is not logged in or the *Passenger* is other person than *Payer*, selecting of the instruction “Continue” and logging in by entering login and password results in the order of the *on-line ticket*.

c) for “return” journey – ordering an *IRT ticket* for journey back home is possible on the condition that concurrently a “one way" ticket is ordered, after determining/choosing the options referred to in points a and b above.

Having ordered the ticket Payer may tick the option regarding the issuance of VAT invoice and receipt thereof via e-mail. You may renounce the ordered ticket by clicking the 'Cancel' button.

6. If ticket is issued for a journey of more than one person, name of only one of the persons to travel with that ticket should be entered.

7. In the event of purchase of tickets for domestic carriage, e.g. with various discounts, there is a possibility to buy another ticket(s) under the option “Reservation next to an already occupied seat”, then the system – depending on available seats – shall reserve another seats closest to those bought earlier.

8. In the event:
   1) forenames and/or surnames of more than one person have been entered into the ticket, or
   2) when the person indicated as Passenger does not travel under that ticket,

   the ticket shall be deemed invalid, and the persons travelling under that ticket shall be deemed Passengers travelling without valid tickets.

§ 4. Conclusion of contract of carriage

1. Conclusion of *contract of carriage* shall be done by making an *on-line payment* for the ordered on-line ticket, once PKP Intercity receives a confirmation from bank that the payment was made.
2. *On-line payments* shall be done by using the button ‘*On-line payment with card or bank transfer (eCard)*’, or the button ‘Przelewy24’ and then by choosing the form of payment.
3. Electronic confirmation of the payment shall be required:
   1) for EIC and TLK trains in sitting cars – within 30 minutes from placing the order, but no later than 15 minutes before the time of departure of the train, indicated in the order,
   2) for TLK trains, in cars with sleeper or couchette – within 30 minutes from placing the order, but no later than at 120 minutes before the time of departure of the train, indicated in the order.
4. The use of the button ‘Payment later' results in the message about the time for the system to receive a confirmation of the payment made, so as not to lose the ticket ordered, and allows making payments maximum 30 minutes from placing the order, without prejudice to clause 3 above.
   To make payment later, you need, after pressing the “Payment later” button, find the ticket in the tab ‘My tickets’ – ‘Waiting for payment’, and use the buttons “eCard payment” or ”Przelewy24”.
   In the event there is no confirmation of payment within the time limits referred to in clause 3 above, the order shall be automatically cancelled.
5. Conclusion of *contract of carriage* is certified with *on-line ticket* , issued by *PKP Intercity* via *e-IC system* in PDF format.
6. *On-line ticket* contains the following data:
   1) name of the carrier;
   2) date and time of departure and arrival;
   3) route (departure station and arrival station);
   4) Number of persons under normal fare and/or entitled to discount, with indication of amount and type of discount;
   5) category, train(s) number(s) and class of the car;
   6) tariff distance;
   7) *Passenger’s* forename and surname;
   8) data to prove the payment has been made (inter alia, identifier, transaction number);
   9) ticket number and ticket control number;
   10) Aztec code;
   11) charge for journey;

moreover, it also may contain:
12) seat type(s) and number(s);
13) note “Seat not guaranteed”;
14) name of offer, e.g. “ROUTE TICKET”
15) note “Earlier”.

The above data shall be subject to verification and need to be compliant with data held by *PKP Intercity*.

6a. Data in *on-line ticket* are written with sans-serif font.
1) for domestic carriage – in Polish. Such ticket contains notes in German and French and – if ordered via the English version of e-IC – also in English;
2) for international carriage – in Polish and German.

7. Payer may once modify Passenger’s forename and surname in the ticket, at 15 minutes before departure of the train from the Passenger’s boarding station at the latest. To this end, you need find respective ticket in the tabs “My tickets” and then “Paid”, select the instruction “Change data” and enter the correct Passenger’s forename and surname.
8. Passenger with a valid *on-line ticket* travelling with a child under the age of 4 or intending to carry objects that does not fit above and below the occupied place, a bike or a dog, can purchase on the train a ticket for the appropriate carriage/ transport without paying a fee for issuing a ticket on the train.

§ 5. Amending of the contract of carriage

1. Amendment of the contract of carriage concluded using the e-IC system may regard:
1) for domestic carriage:
a) date of departure,
b) destination,
c) train category,
d) car class/category of seat,
e) Scope of Passenger’s rights to discount,
under the rules referred to in clause 2, without prejudice to clause 3;
2) for international carriage, before the journey began:
a) date of departure,
b) seat in a car of the same class,
c) change of car class for higher (from class 2 to class 1),
under the rules referred to in clause 2, without prejudice to clause 7.

2. In the event of amending the *contract of carriage* – before the journey begins – it is necessary to replace the ticket, i.e.:
1) withdraw from the *contract of carriage* pursuant to the rules set out in § 6 and buy, without unnecessary delay but no later than within one hour from the withdrawal, a new *on-line ticket* directly related to the original route of journey, or
2) Buy a new *on-line ticket* directly related to the original route of journey, and withdraw from the *contract of carriage* without unnecessary delay but no later than within one hour from the purchase, pursuant to the rules set out in § 6.

The right to withdraw from the contract of carriage does not apply to tickets under the special offer *„Berlin-Warszawa/Gdynia – Specjal.”.*

In the tabs: *‘My tickets’ and then ’Paid’ Payer* needs to find the ticket he intends to cancel, and then clear the field by clicking the buttons:.
3) “Renounce T” in the event of *on-line ticket* in domestic or international carriage in “one way” direction,
4) “Resignation P” or “Resignation T+P” in the event of *on-line ticket* in international carriage in “round trip” direction,

One may file a request the payment for unused ticket to be returned under the rules specified in § 9. The exchange may be made only once, another exchange shall be deemed a return of the ticket.

When replacing the *on-line ticket* , the EARLY BIRD offer shall be applied accordingly.

3. Once the journey begins, amendment of the contract of carriage concluded for domestic carriage shall be possible on the train where the on-line ticket was purchased:
1) when further journey beyond the destination station indicated in the on-line ticket takes place:
a) *on that train*,
b) on another train, provided that it is possible for conductor to indicate a seat or a seat in the executive car, subject to paragraphs 3a and 3b*;*

and with respect to
2) transfer to:

a) class 1 with a ticket for class, or
b) class 2 with a ticket for class 1;

3) transfer from a car:
   a) sitting in TLK train to Bc car (also Bc car without bedclothes - “Cheap couchette") or to WL car,
   b) Bc car (also Bc car without bedclothes – “Cheap couchette") do to WL car,
   c) Bc car without bedclothes – “Cheap couchette” to Bc car with bedclothes,
4) alteration between seats in a car of the same type, from lower to higher category – e.g. from the Touriste category (T3) to Double or Single in a WL car, or from a 6-persons compartment (Bc-6) to a 4-persons compartment (Bc-4) in Bc car with bedclothes;
5) change of the scope of right to discount;

3a. If there is no possibility on the train to issue a ticket for journey beyond the destination station by another train – the conductor of the train for which the on-line ticket has been purchased shall give appropriate certification. The certification constitutes a basis for purchase of a ticket (additional payment) for continued journey on another train (with no fee for issuance of the ticket on the train), without prejudice to clause 3b.

3b. The journey beyond the destination station may take place accordingly by the train for which the on-line ticket has been bought, or by another train of the same or other category:
1) In the same or other car class,
2) In the same or other category,

4. Passenger who has not fulfilled the formalities related to the amendment of the contract of carriage, referred to in clause 2, he/her needs to meet the conductor in the train the *on-line ticket* was purchased for, before or immediately after boarding to the train. The obligation to report the intention to amend the contract of carriage shall not apply to:
1) for EIC trains – all passengers,
2) for TLK trains – only the following persons:
   a) disabled or reduced mobility passengers – on the condition of a disability certifying document produced to the conductor. This condition shall not apply to people with visible physical disability (permanent or temporary),
   b) who are at least 70 years old, on the condition of producing an document certifying age,

except for the journey beyond the destination station. Reporting to journey beyond the destination station shall be compulsory for all passengers, in all train categories, and needs to be done no later than before the destination station the passenger wants to change, because the contract of carriage was already completed at the destination station, and then only a new contract may be concluded.

5. In the event of amending the *contract of carriage* for domestic carriage, as a result of which *PKP Intercity* becomes entitled to:
1) lower payment – *Passenger* needs to receive a respective *certification*, constituting a basis for payment return. Return of difference in payment respectively to unused carriage service shall be effected upon *Payer’s request*;
2) higher payment – *Passenger* needs to pay additional sum of payment if tariff provisions provide for that. In such an event the fee for issuing a ticket in the train shall not be charged, without prejudice to clause 3a..

6. The rules for amending contract of carriage concluded according to a special offer are defined in tariff terms of that particular offer.

7. Passenger with an IRT ticket may, on the date indicated in this ticket, after purchasing respectively:
1) ticket according to the “Board Pass” tariff (at ticket window), or
2) additional free ticket (in the train),

journey by other BWE/BGE train than that indicated in the IRT ticket held by Passenger. On the reverse of IRT ticket, ticket clerk/conductor shall make the *certification* as follows:

“The ticket is valid with a Board Pass charge/additional ticket no…”.

§ 6. Withdrawal from the *contract of carriage*

1. The following persons may withdraw from the contract of carriage concluded using the e-IC system, without prejudice to clause 4 below:
   1) *Payer* – in the event of complete or partial failure to use the *on-line ticket*;
   2) *Passenger* who is not *Payer* – only in the event of partial failure to use the *on-line ticket*.
2. Partial failure to use an *on-line ticket* in domestic carriage is possible only with regard to:
   1) journey on a shorter route that that indicated in the *ticket or surcharge added to it*;
   2) journey of smaller number of people than that indicated in the ticket, provided that among the remaining participants of the journey there is also the Passenger whose name is indicated in that ticket,

   on the condition of respective certification by conductor in the train the ticket was purchased for, or in any other train – but only in the event referred to in § 5 clause 3 point 1 letter b.
   In that event *Payer* shall be entitled to payment return respectively to unused carriage service, upon *request* and under the rules set forth in § 9.
3. Partial withdrawal from the *contract of carriage* in international carriage is acceptable only in the event of "to/from" ticket, with regard to resignation from the "from" ticket, except for tickets under special offer "Berlin-Warszawa/Gdynia – Specjal.", which are not subject to return. In such a case it is necessary , no later than one hour before the planned departure of the train from *Passenger's* boarding station in the "to" direction, to find respective ticket in the tabs "My tickets" and then "Paid" to make resignation from return journey and release the seat by using the "Resignation P" button. After acceptance of system messages, further course of action is specified in clause 5, points a and b.
4. If the resignation is being made by *Passenger*, whose name is given in the *on-line ticket*, all ticket should be returned pursuant to the rules set forth in clause 5.
5. In the event of complete withdrawal from the *contract of carriage* (resignation from the journey) – the ticket) may be returned:
   1) in domestic carriage – no later than at 15 minutes,
   2) in international carriage – no later than at one hour, except for tickets under special offer "Berlin-Warszawa/Gdynia – Specjal." which are not subject to return.

   before planned departure of the train from *Passenger's* boarding station indicated in the ticket, to find respective ticket in the tabs "My tickets" and then "Paid" to make resignation from return journey and release the seat by using the "Resignation T" button, without prejudice to clause 6. This requires acceptance of system messages, and where:
   a) no VAT invoice was issued – one may perform *auto-return* (then click the "return" button in the "returned ticket" tab and accept system messages) or submit a request,
   b) no electronic VAT invoice was issued – use command "Correction invoice" in the tab "returned tickets" and print the corrective invoice from the tab "VAT invoice" and deliver it signed to one of the points referred to in § 9 clause 5 point 2, or submit a *request*,
   c) paper VAT invoice was issued - submit a § 9 .
   d) within the period between payment made and resignation from the journey the bank account number was altered – submit a *request*,

   pursuant to the rules determined in § 9.
6. In the event of complete or partial failure to use the *on-line ticket* for the reasons that are:
   1) dependent on :Passenger (e.g. resignation from the journey) - one may before the date referred to in clause 5 but:
      a) before the expiry date of ticket for journey in domestic carriage,
      b) up to half an hour after departure of the train from the departure station indicated in ticket for journey in international carriage,

      obtain in a ticket window an appropriate certification, subject to clause 7, provided that Passenger produces the ticket so as the ticket clerk can read the data, including the train number, date of journey and other necessary data contained in the ticket (e.g. reference number);
   2) completely independent on Passenger (e.g. hospitalization), if Payer could have not resigned within the time limit and in the manner specified in clause 5.

   One may submit a *request* for the return of payment for unused ticket, pursuant to the rules determined in § 9.
7. If there is no ticket window at the station of departure or the ticket window is closed and Payer could not resign within the time limit and in the manner set forth in clause 5, he should submit a *request* for return

of payment for unused ticket pursuant to the rules determined in § 9. The payments to be returned are charged with 20% consideration (for domestic ticket) and 50% (for international ticket).

§ 7. Return of on-line ticket and alteration of route in the event of train delay, break in traffic or loss of connection

1. When there are reasonable reasons to expect that delay of arrival to destination station will exceed 60 minutes in comparison to the contract of carriage , *Passenger*, based on *certification* obtained, shall be entitled:
   1) to travel to the destination by train/on seat of lower category, on longer route, in a car of higher class, or
   2) to continue or change the route of journey to the destination place on later date convenient for the passenger,

   free of charge, or
   3) to obtain a return of the whole sum paid for the journey, i.e. for part or parts of that not executed journey or for part or parts already executed if continued journey is pointless, in the context of original travel plan, and to a return journey to the place of departure in the nearest time available.
2. In the event of loss of connection contained in the timetable, passenger shall be entitled to return of payment for all the interrupted journey, and he/she may go back to the place of departure free of charge.
3. In the event referred to in:
   1) clause 1 points 1 and 2:
      a) for journey in domestic carriage by EIC, TLK trains in sitting cars, ticket clerk shall give an additional free ticket with indication of the seat and "Certification on train delay" with a note as follows: "*Run of the train ... on ....., additional ticket no. ... has been issued*",
      b) for passenger with an IRT ticket in international carriage for journey by BWE or BGE train - ticket clerk shall give an additional free ticket with seat indicated (this ticket shall be issued only for journey from and to stations located in Poland) and places in the ticket a note as follows: "*Run of the train ... on ....., additional ticket no. ... has been issued*"; Passenger should be informed that in the event of travelling abroad from Poland, these documents shall be respected on the section of German railways,
   2) in clause 1, point 3 and clause 2 – in the event when passenger wishes to exercise the right to free-of-charge return to the place of departure,
      a) for journey in domestic carriage by EIC, TLK trains in sitting cars, ticket clerk shall give an additional free ticket with indication of the seat and "Certification on train delay" with a note as follows: "*Free journey on ... train no. ....., additional ticket no. ... has been issued*",
      b) for passenger with an IRT ticket in international carriage for journey by BWE or BGE train - ticket clerk shall give an additional free ticket with seat indicated (this ticket shall be issued only for journey from and to stations located in Poland) and places in the ticket a note as follows: "*Run of the train ... on ....., additional ticket no. ... has been issued*"; Passenger should be informed that in the event of travelling abroad from Poland, these documents shall be respected on the section of German railways,

   The *on-line ticket* with respective certification shall be subject to return, without deducting the consideration.
4. Return of payment for the documents referred to in clause 3 shall be effected upon request submitted by Payer, pursuant to the rules determined in § 9.

§ 8. Compensation for EIC train delay,

1. Passenger may claim compensation due to delayed arrival of the EIC train to the station indicated in the *on-line ticket* , if costs of his/her ticket were not reimbursed according to § 7
2. If the train delay was:
   1) 60 to 119 minutes, the compensation shall amount to 25%,
   2) 120 minutes or more, the compensation shall amount to 50%,

   Of the basis referred to in clause 3, without prejudice to clause 9.
3. The basis for calculation of the compensation is the charge paid for the on-line ticket. If the ticket was issued for more than one person, the cost of travel constituting a basis of the compensation shall be calculated for each person separately.

4. The compensation shall be granted in the form of voucher. On Passenger's written request, the compensation shall be paid in cash.
5. *Passenger* may claim compensation due to delay of EIC train, provided he submits a *request* within two months from the date of expiry of the ticket, under the rules set forth in § 9. The request either should contain the number of transaction specified in the on-line ticket confirming the journey by the delayed train, or be accompanied with that ticket attached.
6. *deleted*
7. *Requests* for compensation shall be resolved within one month from the date of receipt of the request by *PKP Intercity* or from postmark date.
8. The voucher referred to in clause 4:
   1) shall be valid for one year from the date of its issue;
   2) may be used to purchase, in *PKP Intercity* ticket window, a ticket for journey by train run by *PKP Intercity*;
   3) is not subject to exchange for cash.
9. The compensation shall be granted in the cases when value of compensation calculated in Polish currency, according to the exchange rate used by *PKP Intercity* applicable as of the date of giving the voucher, is at least 4 EUR for one person.
10. Passenger shall not be entitled to the compensation when Passenger had been informed of the delay before the purchase of the ticket, or if the delay as a result of continuation of the journey via other connection or by change of the route was shorter than 60 minutes.

§ 9. Return of payment for unused *on-line tickets* and submitting and considering *requests*

1. Request for return of payment for unused *on-line tickets* may be submitted:
   1) in person in any *PKP Intercity* boarding point, or
   2) via mail to the address

      „PKP Intercity" S.A.
      ul. Żelazna 59A
      00-848 Warsaw

      or
   3) via electronic mail to the address
      a) **reklamacje@intercity.pl** – for domestic carriage:
      b) **reklamacje_miedzynarodowe@intercity.pl** – for international carriage:
      except for the situation referred to in clause 3, point 1a, points 2 and 3,

   no later than 1 year from the date of ticket expiry.
2. Date of receipt of the *request* by *PKP Intercity* or date of postmark shall be deemed the date of submission of the receipt.
3. The request for return of payment should:
   1) for completely unused *on-line ticket:*
      a) be accompanied by a certification of notification of resignation obtained in the manner referred to in § 6 clause 6 point 1; or
      b) be accompanied by photocopies of the documents to prove the claim – in the event referred to in § 6, clause 6 point 2,
      c) contain the number of the new *on-line* ticket – if the new ticket was bought within the time limit referred to in §5, clause 2.

      Positive decision on the request depends on the lack of marks of checking the ticket the request refers to.
   2) for the partially unused on-line ticket, attach the certification of partial withdrawal from the contract of carriage, given by conductor in the event referred to in § 6, clause 2;
   3) Attach the certification of train delay and resignation from further journey - in the event referred to in § 7 clause 1 point 3 and clause 2;

   Moreover, the *request* should contain the number of transaction (specified in the ticket) and number of VAT invoice (if issued by *PKP Intercity*), and if bank account was changed (within the period between payment made and submission of the *request*) – also number of the bank account the *on-line ticket* was paid from , and number of the new bank account where the return of payment is to be made to.
4. Return of payment for partially or wholly unused *on-line tickets* shall be made without unnecessary delay but no later than within 30 days from the date of receipt of the request or date of submission to one of reception points indicated by *PKP Intercity*, referred to in clause 5.

5. Currently the following points are appointed for handling the returns:
   1) **within full scope:**
      a) for tickets issued for domestic carriage:

„PKP Intercity" S.A.
ul. Żelazna 59A
00-848 Warsaw
on working days, office hours: 8^{00}-16^{00}
e-mail address: **reklamacje@intercity.pl**

      b) for tickets issued for international carriage:

„PKP Intercity" S.A.
ul. Żelazna 59A
00-848 Warsaw
on working days, office hours: 8^{00}-16^{00}
e-mail address: **reklamacje_miedzynarodowe@intercity.pl**

   2) **within limited scope** – only in the event mentioned in § 6, clause 5, point b, – the reception points indicated on the *website* in the tab "Passenger's essentials".→"Rules and Tariffs"→"Rules on on-line sale of tickets (e-IC)"
6. Returned payment shall be transferred to the account the payment was made from, and in the event of change of bank account - to the new bank account indicated by Payer. For an on-line ticket for which VAT invoice was issued, the payment shall be returned without unnecessary delay once PKP Intercity receives the confirmed correcting invoice.
7. Some special offers may exclude the right to payment return for partial or complete withdrawal from the contract of carriage, or base those offers on specific conditions, defined in tariff provisions of that particular offer.
8. From the payments being returned a consideration shall be deducted in respective amount , except for the situation:
   1) when the failure to use the ticket was due to the reasons attributable to *PKP Intercity;*
   2) of replacement of the *on-line ticket* pursuant to the rules set forth in §5, clause 2.
9. When partially withdrawing from the contract of carriage, *Payer* shall be entitled to the return of payment respective to the unused service of carriage, i.e. in the amount equal to the difference between the payment paid for the whole journey and the payment due per actual service, after deduction of the consideration.

§ 10. VAT invoicing

1. On-line ticket is not a VAT invoice.
2. If during the purchase of the ticket, the field "Please issue a VAT invoice for the company" in the summary of transaction was marked , the VAT invoice shall be issued automatically *by* PKP Intercity according to the data defined by Payer during registration of the account in the e-IC system or entered during the purchase.
   Data necessary to issue a VAT invoice, if given by user at the registration in the e-IC system, are automatically taken from the application form. User may edit and correct the data..
3. The VAT invoice may be sent in electronic form to the user account in the e-IC system, to the tab "VAT invoice" if the field "I give my consent to receipt of invoices electronically" is marked. In order to download electronic VAT invoice, use the command "Download VAT invoice" If no consent to receipt of VAT invoices electronically is given, particular invoice shall be sent via Poczta Polska at *PKP Intercity's* expense.
4. If during purchase of the ticket the field "Please issue VAT invoice" is not marked, User may generate the VAT invoice from the level of his/her account, until 15th day of the month following the month when the service was provided. To this end, use the command "VAT Invoice" in the tab "Paid";
5. If the time limit referred to in clause 4 is not observed, *PKP Intercity* shall issue the VAT invoice on written *Payer's* request submitted within 3 months from the end of the month the service of carriage was provided. *Requests* to issue VAT invoice for domestic and international carriage need to be submitted to the following address:

„PKP Intercity" S.A.
ul. Żelazna 59A
00-848 Warsaw
or
sent to the e-mail address: fakturye-ic@intercity.pl..

6. When user of an account ceases to be authorised to purchase tickets for the company (e.g. he/she is no more an employee of that company), should stop using that account and immediately apply to *PKP Intercity* to remove it, according to § 11, clause 2.

Chapter 4
Rights and obligations of the parties

§ 11. Rights and obligations of *Payer* and *Passenger*

1. *Payer* shall be entitled to:
   1) access his/her personal data and to update them;
   2) submit *requests*,
   3) close the account in the e-IC system,
   4) change *Passenger's* data.
2. To close the account, *Payer* shall submit a written *request* for removal of the account. The request must contain forename, surname and login of the account owner and be sent to e-ic@intercity.pl from the e-mail address given during registration in the *e-IC system*.
3. The account shall be closed after receipt of the request referred to in clause 2:
   1) without unnecessary delay, when no purchase transaction was made, i.e. no contract of carriage was concluded;
   2) after 15 months from the date of last travel, when Payer concluded the *contract of carriage* via the account. Until the account is closed, it shall be blocked, which means no possibility to purchase a ticket from that account.
4. The account shall be closed automatically after 15 months:
   1) from the date of last journey, when Payer concluded the *contract of carriage* via the account and then stopped using the account,
   2) when the account was not used whatsoever, i.e. no *contract of carriage* was concluded;
5. *Payer* shall be obliged:
   1) to give, during registration in the *e-IC system,* authentic and current data,
   2) on the first logging in the *e-IC system*, as well as each time after amendment of the *Rules of e-IC*, to read its provisions, and confirm this fact by clicking the "ACCEPT" button, and when ticket is being purchased for *Passenger* who is not *Payer*:
      a) to give *Passenger's* forename and surname during order placing. Only one person may be *Passenger,* even if the ticket is being issued for travel for several persons.
      b) to familiarize *Passenger* (who is not *Payer*) with provisions of the *Rules of e-IC,* and *special offer* if necessary,
   3) to use the *e-IC system* in compliance with rules of law and provisions of these *Rules of e-IC;*
   4) to print the *on-line ticket* legibly on A4 paper in vertical orientation, and pay expenses of the printout (for tickets in paper form) or make *the on-line ticket* available to *Passenger* in order to save it on a mobile electronic device (for tickets in electronic form). On-line ticket may be saved until departure of the train from the *Passenger's* boarding station. To this end: one needs to find respective ticket in the tabs 'My tickets' and then 'Paid', and use the button 'Save'. *Payer* shall be responsible for legibility of the printed ticket;
   5) not to transfer the rights resulting from conclusion of the contract, to third parties, except for the rights to dispose of the ticket by the *Passenger* whose data were placed in this ticket;
   6) in the event of *request* sent via regular mail – to bear any related costs (e.g. post stamps);
   7) in the event of return of payment for wholly or partially unused on-line ticket for which VAT invoice was issued – to confirm, with data and purchaser's signature, the receipt of correcting invoice, and when the invoice is sent via mail – to send it back to sender.
6. Passenger shall be obliged to:
   1) In domestic carriage for a journey in sitting cars – produce to the persons checking the documents of carriage:

a) a valid, clearly printed *on-line ticket*, or show the *on-line ticket* on the display of a mobile electronic device capable of displaying pictures of at least 25mm x 25 mm size, so as the person checking the ticket can scan the Aztec code using a mobile terminal *(*it is necessary to set Aztec code on the display of the device to be completely visible and be at least of the 25 mm *x 25 mm* size *)*,
b) photo ID document, certifying the identity of Passenger,
c) valid document certifying the right to discount – when discount ticket is used.

2) in domestic carriage for a journey in sleeping cars and couchette cars and in international carriage – produce to the persons checking the documents of carriage:
a) valid, clearly printed *on-line ticket,*
b) photo ID document, certifying the identity of *Passenger*,
c) valid document certifying the right to discount – when discount ticket is used.

7. Should the requirements specified in clause 6 above are not met, *Passenger* shall be deemed travelling without valid ticket for the journey.
8. By accepting the *e-IC Regulations*, *Payer* declares that:
1) any information provided by him/her when using the e-IC system – including forename and surname – are authentic and valid, and to his/her best knowledge,
2) familiarized *Passenger,* for whom he/her has bought the *on-line ticket*, of the *e-IC Regulations, (*and *special offer* if necessary);
3) Is legally capable to enter into this agreement, pursuant to provisions of the Polish Civil Code.

§ 12. Rights and obligations of *PKP Intercity*

1. *PKP Intercity* shall be entitled to:
1) Withdraw from *contract of carriage* concluded via *e-IC system,* in the event of violation of these *e-IC Regulations by Payer or Passenger;*
2) Cancel the transaction and block/close the account, in the event of information that the payment is being made by a person not authorised to use the credit/debit card;
3) block the account and/or claim compensation before court, in the event of abuse in the system, e.g. actions contrary to the purpose of the system or resulting in incorrect operation of the system, financial losses or loss of income.
2. Due to the *contract of carriage* concluded via e-IC system, *PKP Intercity* shall be obliged to:
1) pay the costs of transactions made via *on-line payments*, i.e.:
a) for receiving the payments for *on-line tickets*
b) for returns of payments for unused *on-line tickets*;
2) send to *Payer* – by post (at PKP Intercity's expense), a VAT invoice confirming the purchase of *on-line ticket,* and correcting invoice in the event of return of payment for unused *on-line* ticket to which the VAT invoice was issued;
3) carry out the carriage according to the agreement concluded;
4) consider the request submitted by *Payer*.
3. *PKP Intercity* processes personal data of users of the *e-IC system* under art. 23 clause 1 point 3 of the Act of 29 August 1997 *on personal data protection* (Journal of Laws of. 2002 r., No 101, Item 926 as amended), with the purpose of on-line ticket selling.

§ 13. Final provisions

In the matters not regulated herein, the following provisions shall apply:
1) for domestic carriage:
a) Act of 15 November 1984 – *Carriage law* (Journal of Laws 2012, Item 1173, as amended),
b) Regulation of the Minister of Transport and Construction of 24 February 2006 on establishing of condition of mailings and complaint procedure (Journal of Laws no. 38, Item 2663),
c) Regulations for carriage of people, objects and animals by PKP Intercity (RPO-IC),
d) Carriage Tariff of PKP Intercity (TP-IC);
2) in international carriage:
a) *Convention* concerning International Carriage by Rail (COTIF) of 1999,
b) General Conditions of. Carriage for Rail Passengers (GCC–CIV/PRR),
3) Regulation (EC) No. 1371/2007 of the European Parliament and of the Council of 23 October 2007 on rail passengers' rights and obligations (PRR) within the scope applicable to particular carriages,
4) Act of 18 July 2002 . *on rendering electronic services* (Journal of Laws 144, Item 1204, as amended).